



Norman H. Bangerter
Governor

Dee C. Hansen
Executive Director

Dianne R. Nielson, Ph.D.
Division Director

State of Utah

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
801-538-5340

April 14, 1992

TO: Board of Oil, Gas and Mining

THRU: Lowell P. Braxton, Associate Director *L PB*

THRU: D. Wayne Hedberg, Permit Supervisor *DWH*

FROM: Anthony A. Gallegos, Reclamation Engineer *aa*

RE: Request for Board Approval of Form and Amount of Reclamation Surety, Interpace Industries, Pleasant View Pit, M/057/003, Weber County and Clinton Pit, M/049/006, Utah County, Utah

Interpace has presented the Division with Reclamation Contracts for the two operations mentioned above. Two individual Irrevocable Standby Letters of Credit will be presented to the Division as forms of surety prior to the April 22, 1992 Board Hearing. The surety for the Pleasant View pit will be \$3,800 and the surety for the Clinton Pit will be \$47,700. Both figures are escalated into 1997 dollars.

Interpace performed some reclamation work at the Clinton site in 1989. Division staff inspected this site in October of 1991 and found the 17 acres of revegetation work to be successful. This portion of the mine site was released from further reclamation requirements and the surety was reduced accordingly.

Interpace performed some regrading work at the Pleasant View site in the fall of 1991. This site was inspected by Division staff in November 1991 and the regrading work of the entire site was acceptable. Interpace has no future plans for mining this site and wishes to seed the site and achieve full reclamation release within the near future. The surety estimate for the Pleasant View mine has been reduced to reflect the completion of this earthwork, while continuing to include the seeding work which remains to be completed.

Please find the following for your evaluation: 1) Summary Checklist, 2) two Executive Summaries, 3) Location Maps, 4) Reclamation surety estimate updates, and 5) Reclamation Contracts.

jb
Enclosures

DOGM MINERALS PROGRAM

Checklist for Board Approval
of
FORM AND AMOUNT OF SURETY

Prepared April 6, 1992

Mine Name Clinton Pit
File No. M/049/006

| Items | Provided | | Remarks |
|---|----------|----|--|
| | Yes | No | |
| Executive Summary | X | | |
| Location Map | X | | |
| Reclamation Bond Estimate | X | | |
| Signed Reclamation Contract | X | | |
| Signed Power of Attorney/ Affidavit of Qualification | | | N/A |
| Bond/Reclamation Surety | | X | Surety provided prior to Board Hearing |
| Surety Sign Off (Other State/Federal Agencies) | | | N/A for LOC |
| | | | |
| | | | |
| | | | |
| | | | |

EXECUTIVE SUMMARY

Prepared April 6, 1992

Mine Name: Clinton Pit
Operator: Interpace Industries, Incorporated
736 West Harrison Road
Ogden, Utah 84404
Telephone: (801) 782-7933
Contact Person: Dennis Rhine

I.D. No: M/049/006
County: Utah
New/Existing: Existing
Mineral Ownership: Private
Surface Ownership: Private
Lease No.(s): N/A
Permit Term: 5 Years

Life of Mine: 25 Years

Legal Description: SE/4 SE/4 and N/2 SE/4 and N/2 SW/4 and S/2 NW/4 of Section 9; N/2 SE/4 and S/2 NE/4 and SE/4 NW/4 and N/2 SW/4 of Section 8; Township 5 South, Range 1 West, SLBM

Mineral(s) to be Mined: Clay

Mining Methods: Open pit; ripping and bulldozing, truck and shovel

Acres to be Disturbed: 26.1

Present Land Use: Rangeland, wildlife and mining (currently idle)

Postmining Land Use: Rangeland and wildlife

Variances from Reclamation Standards (Rule R613) Granted: R647-4-111.7 Highwalls; R647-4-111.9 Dams impoundment and pit impoundment

Soils and Geology:

Soil Description: The average depth of recoverable topsoil is 3 inches, 5,000 cubic yards of topsoil will be salvaged during life of mine.

pH: 7 - 8

Special Handling Problems: Due to limited topsoil availability, diammonium phosphate (18-46-0) fertilizer will be incorporated into the soil at the rate of 200 lbs/acre.

Geology Description: The clay formations, with a thickness range of 70 to 100 feet, dip to the north at 65 to 80 degrees. The deposit is offset by faults in several locations

Hydrology:

Ground Water Description: Ground water stratas lie below anticipated mining development, and no aquifer or stream has been encountered in the existing pits.

Surface Water Description: Surface water is limited to storm activity. A prelaw earth fill dam is located southeast of the Lehi Cut.

Water Monitoring Plan: N/A

Ecology:

Vegetation Type(s); Dominant Species: Existing vegetation cover is 35 percent; Sagebrush and grasses.

Percent Surrounding Vegetative Cover: 35 percent

Wildlife Concerns: Slopes leading into pit impoundments will be suitably graded.

Surface Facilities: None

Mining and Reclamation Plan Summary:

During Operations:

1. Clay will be mined by open pit methods.
2. The overburden will be used to backfill existing pits.
3. All salvageable topsoil will be stockpiled for future reclamation.
4. Safety berms will be constructed along highwalls having slopes exceeding 45 degrees.
5. The clay will be stockpiled on site prior to transportation to Interpace Industries mill in Harrisville, Utah.

After Operations:

1. Trash will be removed or buried.
2. All mounds and sharp escarpments will be reduced and recontoured.
3. Stockpiled topsoil will be redistributed over the graded areas.
4. The entire disturbed area will be fertilized and seeded.

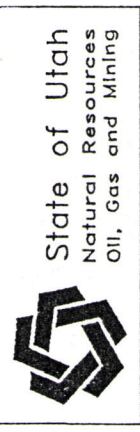
Surety:

Amount: \$47,700 (adjusted 1992)

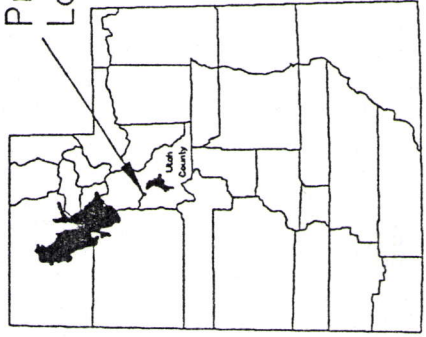
Form: Irrevocable Letter of Credit

Renewable Term: 1997 dollars

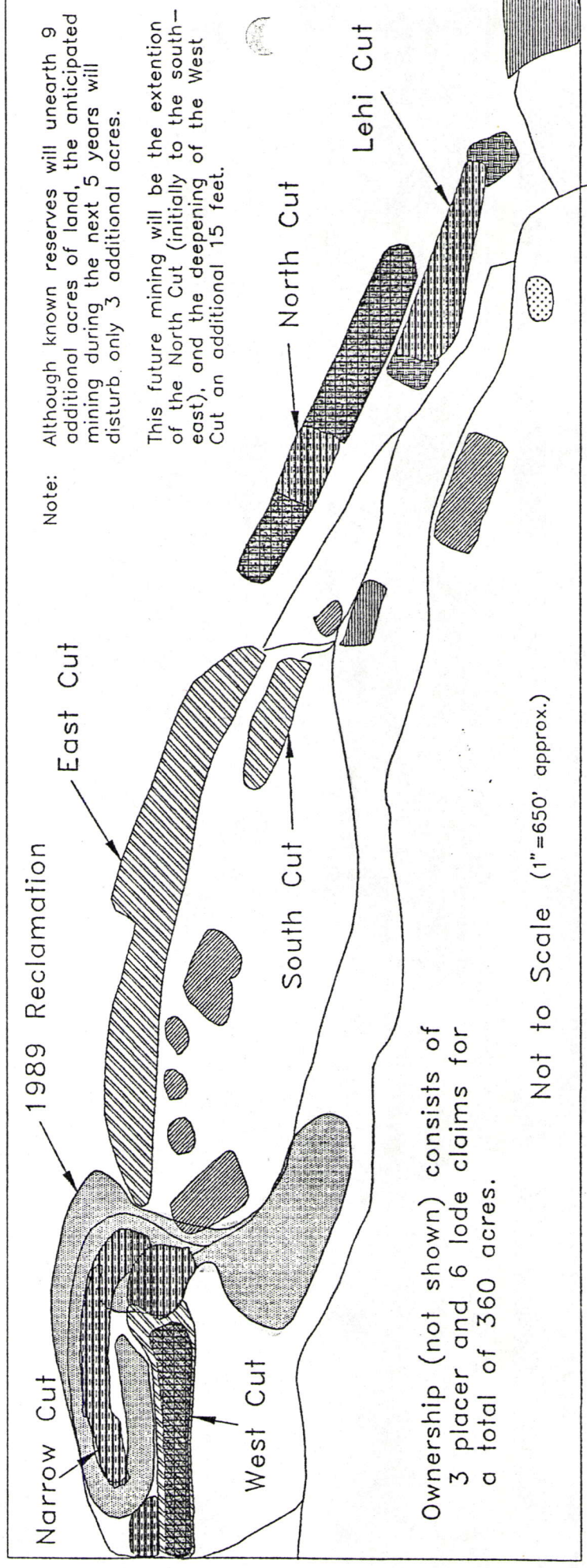
Interpace Industries, Inc
Clinton Mine
 Utah County, Utah
 OGM File: M/O49/006
 Map Compiled January 6, 1989
 Changed September 14, 1989

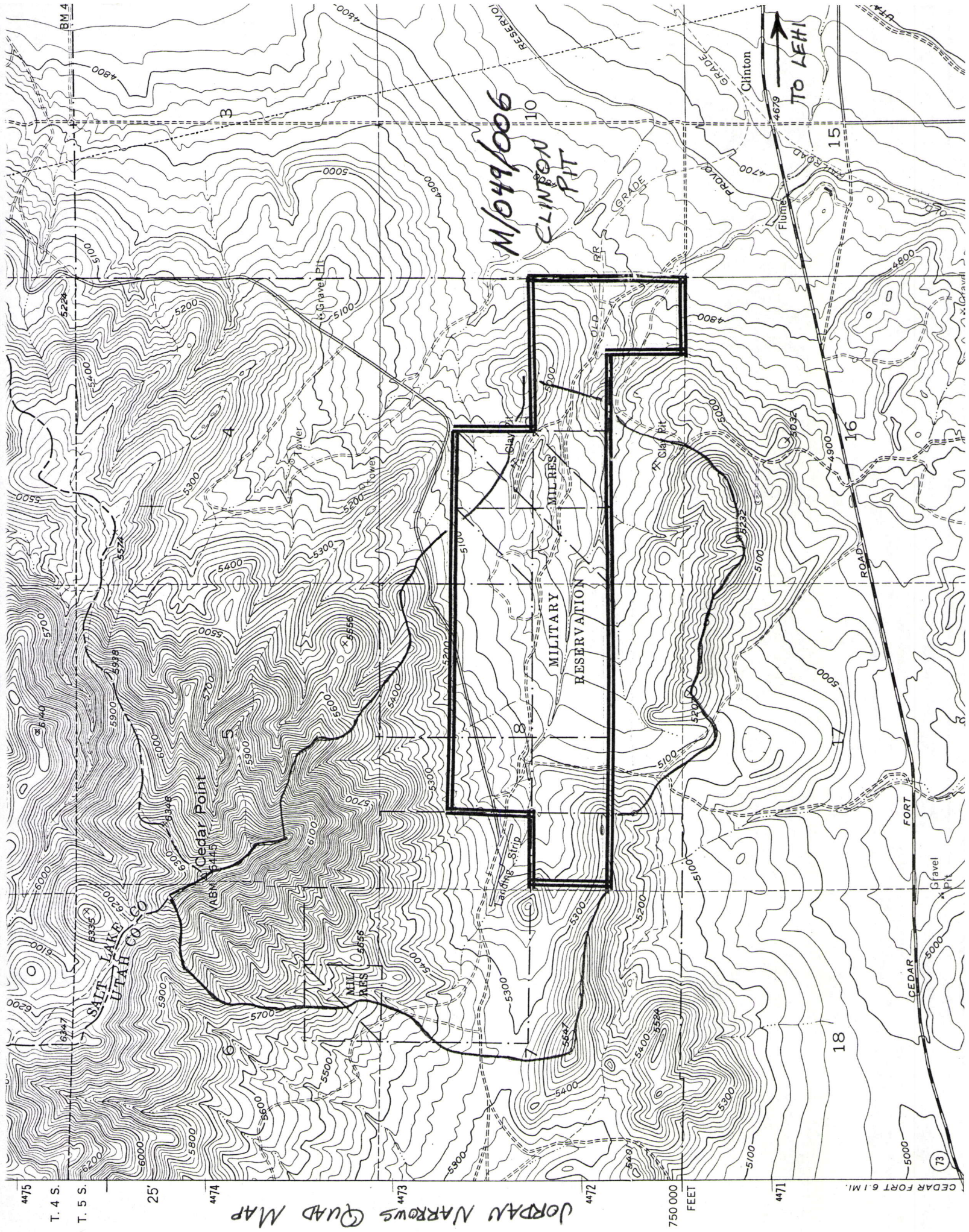


Project
 Location



- Pre-Low Pits (18 acres)
- Pre-Low Spoil and Backfill (6 acres)
- Pits Mined Following 1975 Act (10 acres)
- Spoil Placed Following 1975 Act (1 acre)
- Clay and Reload Pads (3 acres)
- Topsoil Stockpiles (2 acres)
- 1989 Reclamation (17 acres)
- Roadways (6 acres)
- Projected Expansion of Pits (9 acres total)





SURETY ESTIMATE UPDATE

Interpace Industries

Clinton Pit

M/049/006

Utah County

Pleasantview Mine

M/057/003

Weber County

Prepared by Utah Division of Oil, Gas & Mining

Last revision

April 14, 1992

DESCRIPTION:

- Clinton estimate reduced in 1989 to \$46,880 (1989-\$) for regrading work
- DOGM inspection of 9/20/91 found successful revegetation at the site
- Successful revege reduces amount by \$4,114 => \$42,766 (1989-\$)
- Pleasantview estimate calculated in 1988 was \$24,860 (1988-\$)
- DOGM inspection of 11/22/91 found acceptable regrading of entire site
- Regrading work reduces amount by \$21,505 => \$3,355 (1988-\$)
- Bring both estimates up to 1991 dollars and project 5 years forward
- Since it will be 1992 when the Board reviews this, escalate to 1997-\$
- Escalation factors through 1990 are actual Means Historical Cost Indices
- Clinton disturbance = 26.1 acres; Pleasantview disturbance = 12 acres

| CALCULATIONS | YR | ESCAL FACTOR | CLINTON AMOUNT | PLEASANTV. AMOUNT |
|---|------|-----------------|-------------------|----------------------|
| $F = P(1 + i)^{**n}$ | | | | |
| | 1988 | 0.0181 | \$0 | \$3,355 |
| F = Future Sum | 1989 | 0.0177 | \$42,766 | \$3,414 |
| P = Present Sum | 1990 | 0.0077 | \$43,095 | \$3,441 |
| i = Escalation Factor | 1991 | 0.0145 | \$43,720 | \$3,491 |
| n = number of periods | 1992 | 0.0145 | \$44,354 | \$3,541 |
| | 1993 | 0.0145 | \$44,997 | \$3,593 |
| Three Yr Average = 1.45 | 1994 | 0.0145 | \$45,650 | \$3,645 |
| Used to Project 5 Yrs | 1995 | 0.0145 | \$46,312 | \$3,697 |
| Into the Future | 1996 | 0.0145 | \$46,983 | \$3,751 |
| | 1997 | 0.0145 | \$47,664 | \$3,805 |
| Combined total for both sites | | | \$51,470 | |
| Updated Surety Amount Rounded (1997-\$) | | | <u>\$51,500</u> | |
| --Clinton Avg. cost per acre = | | | \$1,826 | |
| --Pleasantview Avg. cost per acre = | | | \$317 | |

File Number M/049/006

Effective Date _____

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

REGISTERED

APR 03 1992

DIVISION OF
OIL GAS & MINING

RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) M/049/006
(Mineral Mined) Fine Clay

"MINE LOCATION":
(Name of Mine) Clinton Pit
(Description) 5 miles west of Lehi, Utah
in Utah County

"DISTURBED AREA":
(Disturbed Acres) 26.1
(Legal Description) (refer to Attachment "A")

"OPERATOR":
(Company or Name) Interpace Industries, Incorporated
(Address) 736 West Harrisville Road
P O Box 12118
Ogden, Utah 84412
(Phone) (801) 782-7933

"OPERATOR'S REGISTERED AGENT":

(Name)

(Address)

(Phone)

Dennis L. Rhine

736 West Harrisville Road

P.O. Box 12118

Ogden, Utah 84412

801-782-7933

"OPERATOR'S OFFICER(S)":

Jon J. Rhine

Dennis L. Rhine

Charles T. Tabanacci

"SURETY":

(Form of Surety - Exhibit B)

Irrevocable Letter of Credit

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Seattle First National Bank

"SURETY AMOUNT":

(Escalated Dollars)

\$47,700

"ESCALATION YEAR":

1997 dollars

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

EXHIBITS:

A "DISTURBED AREA":

B "SURETY":

Revision Dates:

11/12/91

12/4/91

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Interpace Industries Inc the "Operator" and the Utah State Board of Oil, Gas and Mining ("Board").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/049/006 which has been approved by the Utah State Division of Oil, Gas and Mining "Division" under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

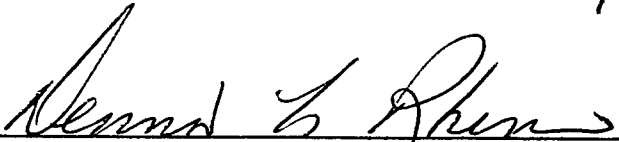
1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the Notice of Intention, and the Reclamation Plan. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Exhibit B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Board in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Board. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections

are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the (Board) that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The (Board) shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.


7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Division, or Board, as appropriate, may revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.

13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

SO AGREED this 22nd day of April, 19 92.


Operator Interpace Industries, Incorporated
Dennis L. Rhine Vice-President

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY 
James W. Carter, Chairman
Utah State Board of Oil, Gas and Mining

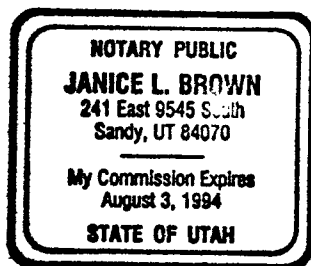
DIVISION OF OIL, GAS AND MINING:

By *Dianne R. Nielson*
Dianne R. Nielson, Director

4-22-92
Date

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 22nd day of April, 19 92, personally
appeared before me, who being duly sworn did say that he/she, the said
DIANNE R. NIELSON is the Director of the Division of Oil,
Gas and Mining, Department of Natural Resources, State of Utah, and he/she duly
acknowledge to me that he/she executed the foregoing document by authority of law
on behalf of the State of Utah.



Janice L. Brown
Notary Public
Residing at: Sandy, Utah

August 3, 1994
My Commission Expires:

OPERATOR:

Interpace Industries, Inc.
Operator Name

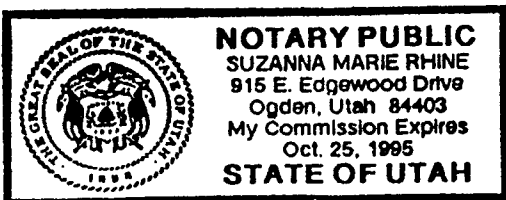
By Dennis L. Rhine, Vice-President
Corporate Officer - Position

4/2/92
Date

Dennis L. Rhine
Signature

STATE OF Utah)
) ss:
COUNTY OF Weber)

On the 2nd day of April, 19 92, personally
appeared before me Dennis L. Rhine who
being by me duly sworn did say that he/she, the said Dennis L. Rhine
is the Vice President of Interpace Industries, Inc.
and duly acknowledged that said instrument was signed on behalf of said company
by authority of its bylaws or a resolution of its board of directors and said
Dennis L. Rhine duly acknowledged to me that said
company executed the same.



Suzanna Marie Rhine
Notary Public
Residing at: 915 E. Edgewood Dr.

October 25, 1995
My Commission Expires:

SURETY:

N/A FOR LETTER OF CREDIT

Surety Company

By _____
Company Officer - Position

Date

Signature

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____, 19 _____, personally
appeared before me _____ who
being by me duly sworn did say that he/she, the said _____
is the _____ of _____
and duly acknowledged that said instrument was signed on behalf of said company
by authority of its bylaws or a resolution of its board of directors and said
_____ duly acknowledged to me that said
company executed the same.

Notary Public
Residing at: _____

My Commission Expires:

NOTE: An affidavit of Qualification must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power of Attorney for a company, such Power of Attorney must be filed with this Contract.

ATTACHMENT "A"

Interpace Industries, Inc.
Operator

Clinton Pit
Mine Name

M/049/006
Permit Number

Utah County, Utah

The legal description of lands to be disturbed is:

SE/4 SE/4 and N/2 SE/4 and N/2 SW/4 and S/2 NW/4 of Section 9
N/2 SE/4 and S/2 NE/4 and SE/4 NW/4 and N/2 SW/4 of Section 8
Township 5 South, Range 1 West, SLBM



SEATTLE-FIRST NATIONAL BANK

MEMBER FDIC

L/C NO:

PAGE: 1

INTERNATIONAL TRADE OPERATIONS
800 FIFTH AVENUE, FLOOR 31, SEATTLE, WASHINGTON 98104
P.O. BOX 3977, SEATTLE, WASHINGTON 98124

APRIL 06, 1992

M/049/006
CLINTON PIT

BENEFICIARY:

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
3 TRIAD CENTER, SUITE 350
355 WEST NORTH TEMPLE
SALT LAKE CITY, UTAH 84180-1203

ACCOUNT PARTY:

INTERPACE INDUSTRIES, INC.
12502 132ND AVE NE
KIRKLAND, WA 98034

OUR LETTER OF CREDIT NUMBER
IN FAVOR OF STATE OF UTAH
IS AMENDED AS FOLLOWS:

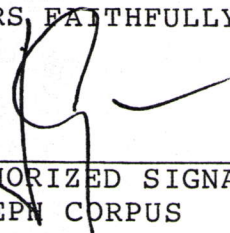
DATED DECEMBER 9, 1988

1 AMOUNT IS DECREASED BY 3,800.00 U.S. DOLLARS
TO A NEW TOTAL OF 47,700.00 U.S. DOLLARS.

THIS LETTER OF CREDIT IS OTHERWISE UNCHANGED. THIS IS AMENDMENT
NUMBER 002

THIS AMENDMENT CONSTITUTES AN INTEGRAL PART OF AND MUST BE
ATTACHED TO THE ORIGINAL CREDIT.

YOURS FAITHFULLY,



AUTHORIZED SIGNATURE
JOSEPH CORPUS

RECEIVED

APR 07 1992

DIVISION OF
OIL GAS & MINING

*** CONTINUED ON NEXT PAGE ***



SEATTLE-FIRST NATIONAL BANK

MEMBER FDIC

L/C NO: ☐

PAGE: 2

INTERNATIONAL TRADE OPERATIONS
800 FIFTH AVENUE, FLOOR 31, SEATTLE, WASHINGTON 98104
P.O. BOX 3977, SEATTLE, WASHINGTON 98124

PLEASE INDICATE YOUR ACCEPTANCE _____ OR REJECTION _____ TO
THIS AMENDMENT BY SIGNING AND RETURNING THE ATTACHED COPY.

AUTHORIZED SIGNATURE/DATE

L/C NO:

PAGE: 1

INTERNATIONAL TRADE OPERATIONS
800 FIFTH AVENUE, FLOOR 31, SEATTLE, WASHINGTON 98104
P.O. BOX 3977, SEATTLE, WASHINGTON 98124

FEBRUARY 28, 1992

BENEFICIARY:

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
3 TRIAD CENTER, SUITE 350
355 WEST NORTH TEMPLE
SALT LAKE CITY, UTAH 84180-1203

ACCOUNT PARTY:

INTERPACE INDUSTRIES, INC.
12502 132ND AVE NE
KIRKLAND, WA 98034

Pleasant View
m/057/003 *3,800*

Clinton
m/049/006 *47,700*
total = 51,500

OUR LETTER OF CREDIT NUMBER DATED DECEMBER 9, 1988
IN FAVOR OF YOURSELVES IS AMENDED AS FOLLOWS:

1. AMOUNT IS INCREASED BY 26,500.00 U.S. DOLLARS
TO A NEW TOTAL OF 51,500.00 U.S. DOLLARS.

NOTE: OUR L/C NUMBER HAS BEEN CHANGED TO READ AS
. PLEASE ADJUST YOUR RECORDS ACCORDINGLY.

THIS LETTER OF CREDIT IS OTHERWISE UNCHANGED. THIS IS AMENDMENT
NUMBER 001

THIS AMENDMENT CONSTITUTES AN INTEGRAL PART OF AND MUST BE
ATTACHED TO THE ORIGINAL CREDIT.

YOURS FAITHFULLY,



AUTHORIZED SIGNATURE
JOSEPH CORPUS

RECEIVED

MAR 04 1992

DIVISION OF
OIL GAS & MINING



SEATTLE-FIRST NATIONAL BANK

MEMBER FDIC

INTERNATIONAL TRADE OPERATIONS

P.O. BOX 3977

SEATTLE, WASHINGTON 98124 U.S.A.

CABLE: FIRSTBANK SEATTLE TELEX: 320249

Page 1 of 2

Standby LC Number

IRREVOCABLE STANDBY LETTER OF CREDIT

09 DECEMBER 1988

LETTER OF CREDIT NUMBER 70764-G

m/049/006

m/057/003

BENEFICIARY:

STATE OF UTAH

DEPARTMENT OF NATURAL RESOURCES

DIVISION OF OIL, GAS AND MINING

3 TRIAD CENTER, SUITE 350

355 WEST NORTH TEMPLE

SALT LAKE CITY, UTAH 84180-1203

ACCOUNT PARTY:

INTERPACE INDUSTRIES, INC.

12502 132ND AVE. N.E.

KIRKLAND, WA 98034

AMOUNT: USD25,000.00

(TWENTY-FIVE THOUSAND AND NO/100 U.S. DOLLARS)

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR,
WHICH IS AVAILABLE AGAINST PRESENTATION OF THE FOLLOWING:

1. YOUR SIGHT DRAFT DRAWN ON SEATTLE-FIRST NATIONAL BANK, AND STATING
THE LETTER OF CREDIT NUMBER.
2. THE ORIGINAL OF THIS STANDBY LETTER OF CREDIT.

THIS LETTER OF CREDIT EXPIRES AT THE COUNTERS OF SEATTLE-FIRST NATIONAL
BANK, LETTER OF CREDIT DEPARTMENT, CURRENTLY LOCATED AT 800 FIFTH AVENUE,
FLOOR 31, SEATTLE, WASHINGTON 98104 ON 09 DECEMBER 1989.



SEATTLE-FIRST NATIONAL BANK

MEMBER FDIC

INTERNATIONAL TRADE OPERATIONS
P.O. BOX 3977
SEATTLE, WASHINGTON 98124 U.S.A.
CABLE: FIRSTBANK SEATTLE TELEX: 320249

Page 2 of 2

Standby LC Number

SPECIAL CONDITIONS:

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE ADDITIONAL PERIODS OF ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATES HEREOF, UNLESS AT LEAST 90 DAYS PRIOR TO SUCH EXPIRATION DATE, WE NOTIFY YOU IN WRITING THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT FOR SUCH ADDITIONAL PERIOD.

NOT WITHSTANDING THIS AUTOMATIC EXTENSION PROVISION, THIS LETTER OF CREDIT WILL HAVE A FINAL EXPIRY DATE OF 9 DECEMBER 1993 BEYOND WHICH DATE IT WILL NOT BE FURTHER EXTENDED EXCEPT BY FORMAL AMENDMENT TO THIS LETTER OF CREDIT.

We hereby engage with you that drafts and documents drawn under and in strict compliance with the terms of this Letter of Credit will be duly honored upon presentation to us.


THIS LETTER OF CREDIT IS SUBJECT TO UCP 1983 REVISION ICC PUBLICATION NUMBER 400.

VERY TRULY YOURS,
SEATTLE-FIRST NATIONAL BANK

BY


AUTHORIZED SIGNATURE
Robert A. Berg

BY


AUTHORIZED SIGNATURE

MONROE